



# Town of Merrimack, New Hampshire

6 Baboosic Lake Rd · Merrimack, NH 03054 · [www.merrimacknh.gov](http://www.merrimacknh.gov)

October 1, 2015

## Request for Bid Grinding and Disposal of Stockpiled Brush

Sealed bids will be received by the Town of Merrimack until 2:00PM on Friday, October 23, 2015 to grind the brush stockpiled at the Town's Solid Waste Facility in accordance with the enclosed specifications and with the following conditions.

Time and effort spent for bid preparation is the responsibility of the bidder. The act of submitting a bid is considered to be full acknowledgement that the bidder has inspected the sites and is familiar with the conditions. To schedule a time to inspect the site, please contact Steve Doumas, Transfer Station Foreman, at (603) 424-2604.

The contractor will be required to provide an insurance certificate confirming the following insurance coverage: worker's compensation insurance as required by the State of New Hampshire; broad-form comprehensive general liability insurance in an amount no less than \$1,000,000 combined single limit per occurrence; and motor vehicle insurance to include bodily injury, property damage, uninsured motorist, and employer's non-ownership coverage in an amount no less than \$1,000,000 combined single limit per occurrence. The Town of Merrimack shall be named as an additional insured on all policies.

The contractor must also agree in writing to indemnify the Town of Merrimack from any and all liability, loss or damage, including but not limited to bodily injury, illness, death, or property damage, which the Town becomes legally obligated to pay as a result of claims, demands, costs, or judgment against the Town arising out of the contractor's actions or omissions relating to this project.

The Town reserves the right to reject any or all bids, to waive irregularities in the bids, and to accept the bid which best serves the interest of the Town.

All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening

Bids must be sealed, marked "Bid on Grinding and Disposal of Stockpiled Brush" and mailed or delivered to the Town of Merrimack, Finance Department, 6 Baboosic Lake Rd, Merrimack NH 03054 by the date and time specified above.

The Town of Merrimack's Purchasing Policy is available on the Town's website: <http://www.merrimacknh.gov/finance-department/pages/bid-opportunities>; a copy may be obtained by contacting the Purchasing Agent.

For additional information call Xenia Simpson, Purchasing Agent, at [xsimpson@merrimacknh.gov](mailto:xsimpson@merrimacknh.gov) or (603) 424-7075



## TOWN OF MERRIMACK, NEW HAMPSHIRE

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### FINANCE DEPARTMENT

6 Baboosic Lake Road  
Merrimack, NH 03054

Tel: 603-424-7075

Fax: 603-424-0516

### CONTRACT AGREEMENT

This agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2015 between the Town of Merrimack, a municipal corporation in the County of Hillsborough and State of New Hampshire (hereinafter referred to as the "OWNER") and \_\_\_\_\_, a \_\_\_\_\_ in the county of \_\_\_\_\_ and State of \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR").

Whereas, the OWNER desires to engage the CONTRACTOR to complete the Project and whereas the CONTRACTOR has submitted a Bid Proposal indicating its willingness to complete said Project; and whereas the OWNER has accepted said Proposal submitted by the CONTRACTOR, the parties agree as follows:

#### 1. THE CONTRACT

The Contract Documents consist of this Contract Agreement, the Instruction to Bidders, the Specifications and the Bid Proposal submitted by the CONTRACTOR dated \_\_\_\_\_ 2015. These documents form the Contract and are as fully a part of the Contract as if attached to this Agreement, subject to the revisions contained in this Contract Agreement.

#### 2. THE WORK

It is the intent of the Town to have the CONTRACTOR perform the following work subject to the availability of funding. The Town will determine the extent and schedule of the work. The Town reserves the right to add, delete, or substitute work as necessary to meet the available funding.

#### 3. SCOPE OF WORK

The CONTRACTOR shall furnish all necessary labor, equipment, and materials to grind the brush stockpiled at the Town's Solid Waste Facility and to remove the processed material from the site. The Town will not furnish labor or equipment except as described below to prepare the site.

The stockpiled material consists primarily brush disposed of by residents and contractors.

While the Town has endeavored to monitor the disposal, there may be plastics, metals, treated lumber and other contaminants within the stockpiled material. It shall be the CONTRACTOR'S responsibility to sort the material while processing and to set aside any contaminants for proper disposal by the Town. The CONTRACTOR shall make no claim against the Town for damage to the CONTRACTOR'S equipment due to contaminants in the stockpile.

Not less than ten work days prior to mobilizing his equipment, the CONTRACTOR shall meet with the Town's Solid Waste Foreman or his designee to determine a suitable staging area. The Town will clear an area not to exceed 20,000 square feet for the CONTRACTOR'S use.

All work shall be performed during the Solid Waste Facility's normal operating hours, Tuesday through Saturday from 8:00 A.M. to 4:00 P.M. Additional hours may be arranged subject to the

availability of appropriate Town staff at a cost to the CONTRACTOR of forty dollars per hour per staff member to cover staff overtime costs. All work shall be done during daylight hours and no Sunday work will be allowed.

#### **4. THE CONTRACT SUM**

The OWNER shall pay the CONTRACTOR for the performance of the Work according to the Contract Documents, in accordance with the Bid Proposal. The CONTRACTOR shall be paid at the completion of all Work in connection with the Contract Documents.

#### **5. ADDITIONAL GENERAL CONDITIONS OF THE CONTRACT**

(a) It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied itself as to the nature and location of the Work, character, quality and quantity of the materials and labor to be provided, the character of equipment and facilities needed, the general and local conditions, and all other matters which can in any way affect the Work under this Contract Agreement.

(b) No verbal agreement or conversations with any office or agent or employee of the OWNER or of the CONTRACTOR before or after execution of the Contract shall change any of the terms or obligations contained in the Contract Documents.

(c) If the CONTRACTOR finds any discrepancy between physical conditions at the site or any error or omissions in the Proposal, it shall be the CONTRACTOR'S responsibility to inform the OWNER immediately. Any Work done to correct any discrepancy without authorization by Change Order will be done at the CONTRACTOR'S risk.

(d) Neither party to the Contract shall assign or sublet it as a whole or in part without the written consent of the other, nor shall the CONTRACTOR assign any monies due to or to become due to it without the written consent of the OWNER. The CONTRACTOR agrees to be fully responsible to the OWNER for the acts or omissions of subcontractors or their employees, if any.

#### **6. LICENSES, PERMITS AND REGULATIONS**

The CONTRACTOR shall secure at his own expense all permits, inspections, certificates and licenses. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the Work being done by the CONTRACTOR under the Contract.

#### **7. GENERAL OBLIGATIONS OF THE CONTRACTOR**

The CONTRACTOR shall provide and pay for all facilities required for the proper performance of the Work, including, but not limited to, all materials, labor, tools, equipment, services and incidentals.

#### **8. LABOR:**

The labor required to execute the Work shall be performed by persons qualified to do the Work and the Work shall be accomplished in the most workmanlike manner. The assurance of the quality of workmanship for the Work is the responsibility of the CONTRACTOR or his agents or employees performing the Work. The CONTRACTOR shall conform to all laws and regulations applicable to him as an employer of labor.

**9. SAFETY AND PROTECTION OF WORK AND PROPERTY:** The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take responsible or legally required precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

(a) All employees on the worksite and all other persons who may be affected thereby;

(b) All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the worksite, under the care, custody or control of the Contract.

The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The CONTRACTOR shall erect and maintain as required by existing conditions and progress of work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, and promulgating safety regulations. When the use or storage of hazardous materials or equipment is necessary for the execution of the Work, the CONTRACTOR shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel and in compliance with all applicable regulations and ordinances.

#### **10.0 INDEMNIFICATION**

The CONTRACTOR for himself and his agents, employees, subcontractors, successors and assigns hereby agrees to indemnify, hold harmless and defend the OWNER, its successors, assigns, officers and agents from and against any and all liability for loss, cost, damage, fines or expense, including cost of injury, including death and for property damage, including damage to property of the OWNER or other third parties, arising out of the CONTRACTOR'S performance of the Work or breadth of this Contract.

#### **11.0 INSURANCE**

Upon execution of the Contract, the CONTRACTOR shall:

- (a) Submit to the Town a certificate evidencing insurance coverage in the minimum amounts set forth in the attached "Contractor Insurance/Indemnification Agreement".
- (b) The said Certificate shall state that the OWNER will receive written notice of any insurance coverage decrease or cancellation at least ten (10) days prior to such decrease or cancellation. Insurance coverage shall remain in effect during the life of this Contract.

#### **12.0 TERMINATION OF CONTRACT-OWNER'S RIGHTS**

If the CONTRACTOR fails to perform the work as called for in the specifications, or fails to compensate his employees, subcontractors, or suppliers properly, or violates any applicable law, ordinance, or regulation, or otherwise be guilty in the opinion of the OWNER of a substantial violation of any provision of this Contract, or if the CONTRACTOR shall become insolvent, become the subject of a petition in bankruptcy, or make an assignment for the benefit of creditors; the OWNER may, after having given the CONTRACTOR seven (7) days notice in writing, terminate the Contract. Upon receipt of such notice, the CONTRACTOR shall:

- (a) Immediately cease its performance hereunder,
- (b) Place no further orders or subcontracts for materials or equipment to be delivered hereunder,
- (c) Promptly notify his subcontractors to cease their performance, and
- (d) Request his subcontractors to calculate and furnish to the CONTRACTOR the amount of any cancellation charges thereby incurred.

#### **13.0 TERMINATION OF CONTRACT- CONTRACTOR'S RIGHTS**

If the Work is stopped for a period of ninety (90) days as a result of an order of any court or public authority for any reason and is no way the fault of the CONTRACTOR or any of his employees or subcontractors, or if the OWNER fails to issue a payment to the CONTRACTOR within thirty (30) days beyond the date due as provided in the Contract, the CONTRACTOR may, after having given the OWNER seven (7) days notice in writing, terminate the Contract. In the event of termination of the Contract as provided for in the foregoing paragraph, the CONTRACTOR shall be entitled to receive payment from the OWNER for all work properly performed, all goods and materials purchased, equipment rented and the reasonable allowance for profit.

#### **14.0 BINDING EFFECTS**

This Agreement shall be binding upon all of the parties hereto, together with their heirs, executors, successors and assigns, and shall be interpreted under the laws of the State of New Hampshire.

In Witness Whereof the OWNER and CONTRACTOR have signed this Agreement in two (2) copies each of which shall be deemed an original.

OWNER:

\_\_\_\_\_  
(Owner Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

BY:\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

CONTRACTOR:

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone #)

\_\_\_\_\_  
(Fax #)

\_\_\_\_\_  
(EMail)

BY:\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

CORPORATE SEAL

Attest:\_\_\_\_\_  
(Signature)



## TOWN OF MERRIMACK, NEW HAMPSHIRE

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FINANCE DEPARTMENT  
6 Baboosic Lake Road  
Merrimack, NH 03054

Tel: 603-424-7075  
Fax: 603-424-0516

### **Bid on Grinding and Disposal of Stockpiled Brush Bid Form**

*Due by  
2:00PM on Friday, October 23, 2015*

Grinding and Disposal of Brush Pile at Merrimack  
Transfer Station (lump sum)

\$\_\_\_\_\_

The Town may award the above items individually or in combination to any CONTRACTOR as best suits the Town's interest.

The undersigned agrees that, if awarded the Work, to execute a Contract in accordance with the terms set forth in the Invitation to Bidders, and to complete the Work in accordance with the Contract as provided in the Proposed Schedule Of Work.

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-Mail